

1 SEDGWICK LLP
2 BRUCE D. CELEBREZZE Bar No. 102181
3 *bruce.celebrezze@sedgwicklaw.com*
4 NICHOLAS J. BOOS Bar No. 233399
5 *nicholas.boos@sedgwicklaw.com*
6 333 Bush Street, 30th Floor
7 San Francisco, California 94104
8 Telephone: (415) 781-7900
9 Facsimile: (415) 781-2635

10 Attorneys for Defendants
11 TRAVELERS CASUALTY INSURANCE
12 COMPANY OF AMERICA and TRAVELERS
13 INDEMNITY COMPANY OF CONNECTICUT

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA

16 AMERICAN HOME REALTY NETWORK,
17 INC., a Delaware corporation,

18 Plaintiff,

19 v.

20 TRAVELERS CASUALTY INSURANCE
21 COMPANY OF AMERICA, a Connecticut
22 corporation, TRAVELERS INDEMNITY
23 COMPANY OF CONNECTICUT, a
24 Connecticut corporation; and DOES 1
25 through 20, inclusive

26 Defendants.

27 CASE NO.

28 NOTICE OF REMOVAL OF CIVIL
ACTION TO UNITED STATES
DISTRICT COURT FOR THE
NORTHERN DISTRICT OF
CALIFORNIA (DIVERSITY)

[Originally San Francisco County
Superior Court,
Case No. CGC-13-528207]

TO THE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF CALIFORNIA, AND TO THE CLERK OF THAT COURT:

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1332(a) and 1441, defendants
Travelers Casualty Insurance Company of America and Travelers Indemnity Company of
Connecticut (collectively, "Travelers") hereby remove to this Court the state court action
described below.

1. On or about January 24, 2013, plaintiff American Home Realty Network, Inc.
("AHRN") filed in the Superior Court of the State of California, City and County of San

1 Francisco, a complaint bearing Case No. CGC-13-528207. The complaint names as defendants
2 Travelers Casualty Insurance Company of America and Travelers Indemnity Company of
3 Connecticut and DOES 1 through 20. The complaint seeks declaratory relief with respect to
4 Travelers' alleged insurance coverage obligations in connection with the action that Regional
5 Multiple Listing Service of Minnesota, Inc. dba NorthstarMLS initiated against AHRN in the
6 United States District Court for the District of Minnesota, Case No. 0:12-cv-00965-JRT-FLN on
7 April 18, 2012 ("the *Regional* action"). AHRN's complaint against Travelers purports to allege
8 causes of action for (1) "declaratory relief – duty to defend," and (2) "declaratory relief –
9 independent *Cumis* counsel must be provided under Civil Code Section 2860."

10 2. Travelers received of a copy of the summons and complaint from AHRN on
11 February 15, 2013. AHRN sent these documents to Travelers by certified mail on February 13,
12 2013 with a request that Travelers sign an acknowledgment of receipt. True and correct copies of
13 all documents submitted to Travelers are attached hereto as **Exhibit 1**. Travelers filed its answer
14 to AHRN's complaint on March 4, 2013. A true and correct copy of Travelers' answer is
15 attached hereto as **Exhibit 2**.

16 JURISDICTION

17 3. This action is a civil action of which this Court has original jurisdiction under 28
18 U.S.C. § 1332, and is one which may be removed to this Court by Travelers pursuant to the
19 provisions of 28 U.S.C. § 1441(a), in that it is a civil action wherein the amount in controversy
20 exceeds the sum of \$75,000, exclusive of interest and costs, and is between citizens of different
21 states.

22 4. Plaintiff AHRN is, and at the time of the filing of the complaint was, a
23 corporation organized and existing under the laws of the state of Delaware and having its
24 principal place of business in the state of California. AHRN is therefore a citizen of the states of
25 Delaware and California.

26 5. Defendant Travelers Casualty Insurance Company of America is, and at the time
27 of the filing of this complaint was, a corporation organized and existing under the laws of the
28 state of Connecticut and having its principal place of business in the state of Connecticut.

1 Travelers Casualty Insurance Company of America is therefore a citizen of the state of
2 Connecticut.

3 6. Defendant Travelers Indemnity Company of Connecticut is, and at the time of the
4 filing of this complaint was, a corporation organized and existing under the laws of the state of
5 Connecticut and having its principal place of business in the state of Connecticut. Travelers
6 Indemnity Company of Connecticut is therefore a citizen of the state of Connecticut.

7 7. Although the complaint names 20 "Doe" defendants, the citizenship of fictitiously
8 named defendants is disregarded for removal purposes. 28 U.S.C. § 1441(b)(1).

9 8. The amount in controversy in the action exceeds \$75,000 exclusive of interest and
10 costs. "In actions seeking declaratory or injunctive relief, it is well established that the amount in
11 controversy is measured by the value of the object of the litigation." *Hunt v. Washington State*
12 *Apple Adver. Comm'n*, 432 U.S. 333, 347 (1977). Accordingly, "the value of an insurance
13 company's obligation to defend an insured in an underlying suit is a relevant measure of the
14 amount in controversy in an action for declaratory relief." *Century Sur. Co. v. J Quinn*
15 *Construction*, 2010 U.S. Dist. LEXIS 11883, *10 (C.D. Cal. Jan. 20, 2010); *Kessloff v. State*
16 *Farm Gen. Ins. Co.*, 1990 U.S. Dist. LEXIS 13571 (N.D. Cal. Mar. 23, 1990) (denying motion to
17 remand declaratory relief action regarding the duty to defend because "if State Farm is found to
18 have a duty to defend . . . it could be required to pay more than [the jurisdictional amount] in
19 defense costs"). Here, AHRN seeks a declaration that "the Travelers Defendants were and are
20 obligated" to defend AHRN in the *Regional* action, which was filed on April 18, 2012 and of
21 which AHRN notified Travelers Casualty Insurance Company of America on April 25, 2012.
22 (Complaint, ¶ 10, Prayer; Declaration of Pam Matsufuji ["Matsufuji Decl."], ¶ 2.) The "value of
23 the object of the litigation" – the amount of money that Travelers would have to pay as AHRN's
24 defense costs in the underlying *Regional* action should the Court find a duty to defend – is in
25 excess of \$75,000, as demonstrated by the following.

26 a. The complaint in the *Regional* action alleges claims against AHRN for
27 copyright infringement. (Matsufuji Decl., ¶ 1, Ex. 1.) Specifically, the complaint in the
28 *Regional* action alleges that Regional "brings this action because defendant [AHRN] willfully

1 infringed [Regional's] copyrights in the original compilation of its regional multiple listing
2 service database, which it markets as its 'NorthstarMLS® Database,' as well as in photographs
3 published on the NorthstarMLS Database, by reproducing, distributing, and displaying these
4 copyrighted works without authorization." (Matsufuji Decl., ¶ 1, Ex. 1, ¶ 2.) Travelers has paid
5 defense costs in many actions claiming copyright infringement in advertising, and it is Travelers'
6 claim handler's experience that the cost of a defense for a litigated copyright infringement action
7 assigned to her almost always exceeds \$75,000. (Matsufuji Decl., ¶ 3.) This is because, among
8 other things, such actions often involve high stakes, numerous experts, and substantial electronic
9 discovery. (Matsufuji Decl., ¶ 3.) Indeed, from a review of the *Regional* docket on PACER, and
10 based on Travelers' experience handling intellectual property claims, Travelers believes that the
11 fees and costs incurred in the *Regional* action (which AHRN has essentially asked Travelers to
12 pay by tendering the defense) exceed \$75,000. (Matsufuji Decl., ¶¶ 3-4.)

13 b. On March 28, 2012, Metropolitan Regional Information Systems, Inc.
14 filed a complaint against AHRN (and its CEO) in the United States District Court for the District
15 of Maryland, Case No. 8:12-cv-00954-AW ("the *Metropolitan* action"). (Matsufuji Decl., ¶ 5.)
16 Like the *Regional* action, the *Metropolitan* action involves claims of copyright infringement
17 against AHRN. (Matsufuji Decl., ¶ 5.) AHRN provided notice of the *Metropolitan* action to
18 Travelers Casualty Insurance Company of America on April 9, 2012, and it accepted AHRN's
19 defense under a reservation of rights, including the right to file a complaint for declaratory relief
20 regarding the duty to defend. (Matsufuji Decl., ¶ 6.) Travelers Casualty Insurance Company of
21 America has already been presented with defense counsel bills from the *Metropolitan* action
22 totaling more than \$300,000, and it has already paid defense fees and costs totaling more than
23 \$200,000. (Matsufuji Decl., ¶ 6.) Travelers has no reason to think that the fees and costs
24 incurred in the *Regional* action would be appreciably different. (Matsufuji Decl., ¶ 6.)
25 Therefore, the amount of defense fees and costs incurred to date in the *Metropolitan* action is
26 further evidence that the amount of defense fees and costs incurred in the *Regional* action have
27 exceeded \$75,000, and will continue to grow as the case proceeds.

28 9. Although Travelers denies that it has a duty to defend AHRN in the *Regional*

1 action, AHRN's allegations to the contrary have placed an amount in controversy in excess of
2 \$75,000.

3 INTRADISTRICT ASSIGNMENT

4 10. This action should be assigned to the San Francisco Division of the United States
5 District Court for the Northern District of California pursuant to Northern District Local Rules 3-
6 5(b) and 3-2(d), because the action was filed in San Francisco County.

7 11. On January 25, 2013, Travelers Casualty Insurance Company of America and
8 Travelers Indemnity Company of Connecticut filed a complaint against AHRN and its CEO in
9 the United States District Court for the Northern District of California, Case No. 13-cv-0360.
10 The case concerns, among other things, whether Travelers has a duty to defend AHRN in the
11 *Regional* action, and it is pending before the Honorable Samuel Conti, San Francisco Division.
12 Once the instant action is removed, Travelers will promptly file (1) an administrative motion to
13 consider whether cases should be deemed related (pursuant to Local Rule 3-12(b), and (2) a
14 motion to consolidate the two cases.

15 12. WHEREFORE, defendants Travelers Casualty Insurance Company of America
16 and Travelers Indemnity Company of Connecticut further give notice that the above-described
17 action, now pending against them in the Superior Court for the State of California, City and
18 County of San Francisco, has been removed therefrom to this Court on the ground of diversity of
19 citizenship.

20 DATED: March 4, 2013

Respectfully submitted,

21 SEDGWICK LLP

22 By: 

23 Bruce D. Celebrezze

24 Nicholas J. Boos

25 Attorneys for Defendants

26 TRAVELERS CASUALTY INSURANCE COMPANY
27 OF AMERICA and TRAVELERS INDEMNITY
28 COMPANY OF CONNECTICUT

Sedgwick^{LLP}

EXHIBIT 1



CORPORATION SERVICE COMPANY*

Notice of Service of Process

SLM / ALL
Transmittal Number: 10849949
Date Processed: 02/15/2013

Primary Contact: Pamela Hoff
The Travelers Companies, Inc.
385 Washington Street, MC 515A
Saint Paul, MN 55102

Entity:	Travelers Casualty Insurance Company of America Entity ID Number 2317367
Entity Served:	Travelers Casualty Insurance Company of America
Title of Action:	American Home Realty Network, Inc. vs. Travelers Casualty Insurance Company Of America
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court/Agency:	San Francisco County Superior Court, California
Case/Reference No:	CGC-13-528207
Jurisdiction Served:	California
Date Served on CSC:	02/15/2013
Answer or Appearance Due:	20 Days
Originally Served On:	CSC
How Served:	Certified Mail
Sender Information:	Alexander J. Berline 415-777-3200

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC
CSC is SAS70 Type II certified for its Litigation Management System.
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | sop@cscinfo.com

POS-015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): ALEXANDER J. BERLINE - 158098 CHRISTINE HILER - 245331 HANSON BRIDGETT LLP 425 Market Street, 26th Floor San Francisco, CA 94105 TELEPHONE NO: 415-777-3200 FAX NO. (Optional): 415-541-9366 E-MAIL ADDRESS (Optional): aberline@hansonbridgett.com ATTORNEY FOR (Name): American Home Realty Network, Inc.		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME:		
PLAINTIFF/PETITIONER: AMERICAN HOME REALTY NETWORK, INC.		
DEFENDANT/RESPONDENT: TRAVELERS CASUALTY INS. CO. OF AMERICA, et al.		
NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL		CASE NUMBER: CGC-13-528207

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA, a Connecticut
 TO (insert name of party being served): Corp.

NOTICE

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: February 13, 2013

ALEXANDER J. BERLINE

(TYPE OR PRINT NAME)

(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

ACKNOWLEDGMENT OF RECEIPT

This acknowledges receipt of (to be completed by sender before mailing):

- ☒ A copy of the summons and of the complaint.
- ☒ Other (specify): (1) Civil Case Cover Sheet; (2) Notice to Plaintiff; and, (3) ADR Package

(To be completed by recipient):

Date this form is signed:

TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,
ON WHOSE BEHALF THIS FORM IS SIGNED)

(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF
ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

Page 1 of 1

POS-015

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): ALEXANDER J. BERLINE - 158098 CHRISTINE HILER - 245331 HANSON BRIDGETT LLP 425 Market Street, 26th Floor San Francisco, CA 94105 TELEPHONE NO: 415-777-3200 FAX NO. (Optional): 415-541-9366 E-MAIL ADDRESS (Optional): aberline@hansonbridgett.com ATTORNEY FOR (Name): American Home Realty Network, Inc.		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME:		
PLAINTIFF/PETITIONER: AMERICAN HOME REALTY NETWORK, INC. DEFENDANT/RESPONDENT: TRAVELERS CASUALTY INS. CO. OF AMERICA, et al.		
NOTICE AND ACKNOWLEDGMENT OF RECEIPT—CIVIL		
		CASE NUMBER: CGC-13-528207

TO (insert name of party being served): TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA, a Connecticut Corp.

NOTICE

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: February 13, 2013

ALEXANDER J. BERLINE

(TYPE OR PRINT NAME)

(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

ACKNOWLEDGMENT OF RECEIPT

This acknowledges receipt of (to be completed by sender before mailing):

- ☒ A copy of the summons and of the complaint.
- ☒ Other (specify): (1) Civil Case Cover Sheet; (2) Notice to Plaintiff; and, (3) ADR Package

(To be completed by recipient):

Date this form is signed:

TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,
ON WHOSE BEHALF THIS FORM IS SIGNED

(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF
ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

SUM-100

**SUMMONS ON COMPLAINT
(CITACION JUDICIAL)**FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA, a
Connecticut corporation; TRAVELERS INDEMNITY COMPANY OF
CONNECTICUT, a Connecticut corporation and DOES 1 through 20, inclusive

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

AMERICAN HOME REALTY NETWORK, INC., a Delaware corporation
individual

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away: If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presente su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

San Francisco County Superior Court
400 McAllister Street
San Francisco, CA 94102

CASE NUMBER:
(Número del Caso):

CGC-13-528207

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Alexander J. Berline - 158098; Christine J. Hiler - 245331; Tel: 415-777-3200; Fax: 415-541-9366

Hanson Bridett LLP

425 Market Street, 26th Floor, San Francisco, CA 94105

DATE: **JAN 24 2013** CLERK OF THE COURT

(Fecha)

Clerk, by
(Secretario)

MEREDITH GRIER

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
 under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

1 HANSON BRIDGETT LLP
2 ALEXANDER J. BERLINE, SBN 158098
3 aberline@hansonbridgett.com
4 CHRISTINE HILER, SBN 245331
5 chiler@hansonbridgett.com
6 425 Market Street, 26th Floor
7 San Francisco, California 94105
8 Telephone: (415) 777-3200
9 Facsimile: (415) 541-9366

10 Attorneys for Plaintiff AMERICAN HOME
11 REALTY NETWORK, INC., a Delaware
12 corporation

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

AMERICAN HOME REALTY NETWORK,
INC., a Delaware corporation,

Plaintiff,

v.

TRAVELERS CASUALTY INSURANCE
COMPANY OF AMERICA, a Connecticut
corporation;
TRAVELERS INDEMNITY COMPANY OF
CONNECTICUT, a Connecticut
corporation; and
DOES 1 through 20, inclusive,

Defendants.

CASE NO.

COMPLAINT FOR DECLARATORY
RELIEF

FILED
San Francisco County Superior Court

JAN 24 2013

CLERK OF THE COURT

BY: Marcia L. Gue
Deputy Clerk

CGC-13-528207

1 Plaintiff AMERICAN HOME REALTY NETWORK, INC., ("Plaintiff") alleges as
2 follows:

3 **NATURE OF ACTION AND RELIEF SOUGHT**

4 1. This action arises, in part, out of insurance coverage issues raised by
5 claims brought against Plaintiff by the Regional Multiple Listing Service of Minnesota in
6 an underlying action pending in the U.S. District Court for the District of Minnesota, No.
7 C-12-0965. (Hereinafter the "Underlying Claims.")

8 2. Plaintiff in this action promptly tendered the Underlying Claims to its
9 commercial liability insurers Travelers Casualty Insurance Company of America
10 (Travelers Casualty) and Travelers Indemnity Company of Connecticut (Travelers
11 Indemnity) (collectively, Travelers) for defense and indemnity. Travelers first filed a
12 Federal Declaratory Relief Case, and only later declined the tender. That Federal Case
13 has since been Dismissed for lack of jurisdiction. Travelers has agreed to mitigate any
14 prejudice from submitting extrinsic evidence by entering into a Protective Order.

15 3. Plaintiff now seeks a declaration of its rights in regard to its policy benefits
16 under the Travelers Insurance Policies. Plaintiff also seeks a declaration of its rights in
17 regard to Travelers' obligation to provide independent *Cumis* counsel.

18 **IDENTIFICATION OF PARTIES**

19 4. At all material times herein, Plaintiff is a corporation duly organized under
20 the laws of Delaware with its principle place of business in the City & County of San
21 Francisco.

22 5. At all material times herein, Defendant Travelers Casualty is an insurer that
23 is authorized to transact business in the State of California as either an admitted or
24 surplus lines insurer.

25 6. At all material times herein, Defendant Travelers Indemnity is an insurer
26 that is authorized to transact business in the State of California as either an admitted or
27 surplus lines insurer.

28 7. Plaintiff is ignorant of the true names and capacities whether individual,

1 corporate, associate, or otherwise of defendants sued herein as Does 1 through 20,
 2 inclusive, and therefore sue these defendants by those fictitious names. Plaintiff is
 3 informed and believes, and on that basis alleges, that these defendants are in some
 4 manner responsible for the acts, omissions and events herein referred to, and negligently
 5 or otherwise caused injuries and damages proximately thereby to Plaintiff as alleged in
 6 this Complaint. Accordingly, Plaintiff sues defendants Does 1 through 20 under such
 7 fictitious names. Plaintiff prays for leave to amend this Complaint to name properly and
 8 charge each such defendant when all necessary facts have been ascertained.

9 JURISDICTION AND VENUE

10 8. Jurisdiction is proper in the Superior Court for the City and County of San
 11 Francisco pursuant to California Code of Civil Procedure § 410.10 because this Court
 12 has general subject matter jurisdiction and no statutory exceptions to jurisdiction exist.

13 9. Venue is proper in the City and County of San Francisco pursuant to
 14 California Code of Civil Procedure §395.5, *inter alia*, because the insurance contracts
 15 were either entered into in San Francisco, were to be performed in San Francisco, or
 16 were breached in San Francisco.

17 GENERAL ALLEGATIONS

18 I. UNDERLYING CLAIMS

19 10. On April 18, 2012, the Regional Multiple Listing Service of Minnesota (MLS)
 20 filed a complaint against Plaintiff alleging copyright infringement of compilation content,
 21 and copyright infringement of photographs, based on Plaintiff's alleged misappropriation
 22 of MLS's purportedly copyrighted database serving Minnesota and western Wisconsin.

23 II. THE INSURANCE POLICIES

24 11. All the relevant Travelers Insurance Policies contained such coverage
 25 grants as to require them to defend and indemnify Plaintiff from the Underlying Claims.
 26 Travelers Casualty issued the following policy to Plaintiff: policy number I-680-5278R919-
 27 ACJ-10, for the policy period July 23, 2010 to July 23, 2011. Travelers Indemnity issued
 28 the following policies to Plaintiff: policy number I-680-2118M772-TCT-11 for the policy

1 period March 20, 2011 to March 20, 2012, and policy number I-680-2118M772-TCT-12
 2 for the policy period March 20, 2012 to March 20, 2013. (Hereinafter, all policies are
 3 collectively referred to as the "Policies".)

4 12. Plaintiff has caused all required premiums to be paid and has satisfied all
 5 terms and conditions of all the relevant Policies.

6 **FIRST CAUSE OF ACTION**
 7 **DECLARATORY RELIEF – DUTY TO DEFEND**
 8 **(All Defendants And DOES 1-10)**

9 13. Plaintiff incorporates by reference the allegations of paragraphs 1 through
 10 12, as though fully set forth herein.

11 14. Pursuant to California Code of Civil Procedure Section 1060, Plaintiff
 12 asserts this cause of action for declaratory relief against the Travelers Defendants.

13 15. An actual controversy has arisen and now exists between Plaintiff and the
 14 insurance Defendants concerning their respective rights, obligations and duties under the
 15 Policies. Plaintiff contends that under the Policies, Plaintiff was and is entitled to an un-
 16 conflicted defense. Travelers has and continues to decline Plaintiff's tender for defense.

17 16. Declaratory relief is necessary to determine whether Plaintiff or the
 18 Travelers Defendants are correct in their respective positions.

19 WHEREFORE, Plaintiff prays for relief as set forth below.

20 **SECOND CAUSE OF ACTION**
 21 **DECLARATORY RELIEF – INDEPENDENT CUMIS COUNSEL**
 22 **MUST BE PROVIDED UNDER CIVIL CODE SECTION 2860**
 23 **(All Defendants And DOES 1-10)**

24 17. Plaintiff incorporates by reference the allegations of paragraphs 1 through
 25 16, as though fully set forth herein.

26 18. Pursuant to California Code of Civil Procedure Section 1060, Plaintiff
 27 asserts this cause of action for declaratory relief against the Travelers Defendants.

28 19. Travelers declined Plaintiff's tender and refused Plaintiff's right to
 independent *Cumis* counsel under California Civil Code Section 2860 *et seq.*

20. An actual controversy has arisen and now exists between Plaintiff and

1 Travelers concerning their respective rights, obligations and duties under the Policies
2 such that Plaintiff had and has a right to independent *Cumis* counsel.

3 21. In this instance, independent *Cumis* counsel is required because the
4 outcome of the coverage issues identified by the Travelers Defendants can be controlled
5 by counsel retained by the Travelers Defendants for the defense.

6 22. Declaratory relief is necessary to determine whether the Travelers
7 Defendants should have and must now provide independent *Cumis* counsel to Plaintiff
8 under California Civil Code Section 2860 *et seq.*

9 WHEREFORE, Plaintiff prays for relief as set forth below.

10 PRAYER FOR RELIEF

11 WHEREFORE, Plaintiff prays as follows:

12 1. Declaration that the Travelers Defendants were and are obligated under the
13 Policies to defend Plaintiff from Underlying Claims;

14 2. Declaration that the insurance Defendants were and are obligated to
15 provide independent *Cumis* counsel under the Policies for the Underlying Claims;

16 3. For costs of suit and interest incurred herein;

17 4. For such other and further relief as the Court deems just and proper.

18
19 DATED: January 24, 2013

Respectfully submitted,

HANSON BRIDGETT LLP

20
21
22 By: _____

ALEXANDER J. BERLINE

CHRISTINE HILER

Attorneys for Plaintiff AMERICAN HOME
REALTY NETWORK, INC., a Delaware
corporation

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State number, and address): Alexander J. Berline - 158098; Christine Hiler - 245331 Hanson Bridgett LLP 425 Market Street, 26 th Floor San Francisco, CA 94105 TELEPHONE NO.: 415-777-3200 FAX NO.: 415-541-9366		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">FILED</div> San Francisco County Superior Court JAN 24 2013 CLERK OF THE COURT BY: <u>M. L. G. [Signature]</u> Deputy Clerk	
ATTORNEY FOR (Name): American Home Realty Network, Inc., Plaintiff		CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold;">CGC-13-528207</div> JUDGE: DEPT:	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO			
STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME:			
CASE NAME: American Home Realty Network, Inc. v. Travelers Casualty Insurance Company of America, et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/DP/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DP/WD (23) Non-P/DP/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/DP/WD tort (35) Employment <input type="checkbox"/> wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input checked="" type="checkbox"/> insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	---

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☐ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): One
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: January 24, 2013
- Alexander J. Berline

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CASE NUMBER: CGC-13-528207 AMERICAN HOME REALTY NETWORK, INC. VS. TRAVELE

NOTICE TO PLAINTIFF

A Case Management Conference is set for:

DATE: JUN-26-2013

TIME: 10:30AM

**PLACE: Department 610
400 McAllister Street
San Francisco, CA 94102-3680**

All parties must appear and comply with Local Rule 3.

CRC 3.725 requires the filing and service of a case management statement form CM-110 no later than 15 days before the case management conference.

However, it would facilitate the issuance of a case management order **without an appearance** at the case management conference if the case management statement is filed, served and lodged in Department 610 twenty-five (25) days before the case management

Plaintiff must serve a copy of this notice upon each party to this action with the summons and complaint. Proof of service subsequently filed with this court shall so state.

ALTERNATIVE DISPUTE RESOLUTION POLICY REQUIREMENTS

IT IS THE POLICY OF THE SUPERIOR COURT THAT EVERY CIVIL CASE PARTICIPATE IN EITHER MEDIATION, JUDICIAL OR NON-JUDICIAL ARBITRATION, THE EARLY SETTLEMENT PROGRAM OR SOME SUITABLE FORM OF ALTERNATIVE DISPUTE RESOLUTION PRIOR TO A TRIAL.
(SEE LOCAL RULE 4)

Plaintiff must serve a copy of the Alternative Dispute Resolution Information Package on each defendant along with the complaint. All counsel must discuss ADR with clients and opposing counsel and provide clients with a copy of the Alternative Dispute Resolution Information Package prior to filing the Case Management Statement.

[DEFENDANTS: Attending the Case Management Conference does not take the place of filing a written response to the complaint. You must file a written response with the court within the time limit required by law. See Summons.]

Superior Court Alternative Dispute Resolution Coordinator
400 McAllister Street, Room 103
San Francisco, CA 94102
(415) 551-3876

See Local Rules 3.3, 6.0 C and 10 B re stipulation to judge pro tem.



Superior Court of California, County of San Francisco Alternative Dispute Resolution Program Information Package



The plaintiff must serve a copy of the ADR information package on each defendant along with the complaint. (CRG 3.221(c))

WHAT IS ADR?

Alternative Dispute Resolution (ADR) is the term used to describe the various options available for settling a dispute without a trial. There are many different ADR processes, the most common forms of which are mediation, arbitration and settlement conferences. In ADR, trained, impartial people decide disputes or help parties decide disputes themselves. They can help parties resolve disputes without having to go to court.

WHY CHOOSE ADR?

"It is the policy of the Superior Court that every noncriminal, nonjuvenile case participate either in an early settlement conference, mediation, arbitration, early neutral evaluation or some other alternative dispute resolution process prior to trial." (Local Rule 4)

ADR can have a number of advantages over traditional litigation:

- **ADR can save time.** A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- **ADR can save money,** including court costs, attorney fees, and expert fees.
- **ADR encourages participation.** The parties may have more opportunities to tell their story than in court and may have more control over the outcome of the case.
- **ADR is more satisfying.** For all the above reasons, many people participating in ADR have reported a high degree of satisfaction.

HOW DO I PARTICIPATE IN ADR?

Litigants may elect to participate in ADR at any point in a case. General civil cases may voluntarily enter into the court's ADR programs by any of the following means:

- Filing a Stipulation to ADR: Complete and file the Stipulation form (attached to this packet) at the clerk's office located at 400 McAllister Street, Room 103;
- Indicating your ADR preference on the Case Management Statement (also attached to this packet); or
- Contacting the court's ADR office (see below) or the Bar Association of San Francisco's ADR Services at 415-982-1600 or www.sfbar.org/adr for more information.

For more information about ADR programs or dispute resolution alternatives, contact:

Superior Court Alternative Dispute Resolution
400 McAllister Street, Room 103, San Francisco, CA 94102
415-551-3876

Or, visit the court ADR website at www.sfsuperiorcourt.org

The San Francisco Superior Court currently offers three ADR programs for general civil matters; each program is described below:

1) EARLY SETTLEMENT CONFERENCES

The goal of early settlement is to provide participants an opportunity to reach a mutually acceptable settlement that resolves all or part of a dispute.

(A) THE BAR ASSOCIATION OF SAN FRANCISCO (BASF) EARLY SETTLEMENT PROGRAM (ESP): This program, provided in conjunction with the court, pairs parties with a two-member volunteer attorney panel. The panels are comprised of one plaintiff and one defense attorney, each with at least 10 years of trial experience. On occasion, a panelist with extensive experience in both plaintiff and defense roles serves as a sole panelist.

Operation: The settlement conference typically occurs 2 to 3 months prior to the trial date. BASF informs the participants of the conference date well in advance and provides the names of the panelists and location of the conference approximately 2 weeks prior to the conference. Panelists provide at **no cost** up to 2 hours of their time at each conference, and many panelists provide additional time at no cost if a settlement is imminent. A conference typically begins with a brief meeting with all parties and their attorneys during which each side presents an initial statement. The panelists then assist the parties in understanding and candidly discussing the strengths and weaknesses of their cases, utilizing private meetings as appropriate. If a case does not settle during the first two hours, parties have the option to hire the panelists to continue the conference.

Cost: BASF charges an administrative fee of \$250 per party. For information on fees for cases involving multiple parties, please contact BASF. Parties who meet certain eligibility requirements may request a waiver of the fee. For more information, please contact BASF's ESP Coordinator at 415-782-9000 ext. 8717 or visit www.sfbar.org/esp.

(B) COURT SETTLEMENT CONFERENCE: Parties may elect to apply to the Presiding Judge's department for a specially-set mandatory settlement conference. See Local Rule 5.0 for further instructions. Upon approval of the Presiding Judge, the court will schedule the conference and assign the case for a settlement conference.

2) MEDIATION

Mediation is a voluntary, flexible, and confidential process in which a neutral third party facilitates negotiations. The goal of mediation is to reach a mutually satisfactory agreement, before incurring the expense of going to court, that resolves all or part of a dispute after exploring the interests, needs, and priorities of the parties in light of relevant evidence and the law. A mediator strives to bring the parties to a mutually beneficial settlement of the dispute.

(A) MEDIATION SERVICES OF THE BAR ASSOCIATION OF SAN FRANCISCO, in cooperation with the Superior Court, is designed to help civil litigants resolve disputes before they incur substantial costs in litigation. While it is best to utilize the program at the outset of litigation, parties may use the program at any time while a case is pending.

Operation: A mediator provides at **no cost** one hour of preparation time and two hours of mediation time. After those three hours, if the case is not resolved, parties have the option to continue the process and pay the mediator at his or her regular hourly rate. BASF pre-screens all mediators based upon strict educational and experience requirements. Parties may select a specific mediator or BASF will help the parties make a selection. The BASF website contains photographs, biographies, and videos of the mediators as well as testimonials to assist with the selection process.

Cost: BASF charges an administrative fee of \$250 per party. For information on fees for cases involving multiple parties, please contact BASF. The hourly mediator fee beyond the first three hours will vary depending on the mediator selected. Parties who meet certain eligibility requirements may request a waiver of the fee. For more information, please contact BASF's Mediation Coordinator at 415-782-9000 ext. 8787 or visit www.sfbbar.org/mediation.

(B) PRIVATE MEDIATION: Although not currently a part of the court's ADR program, civil disputes may also be resolved through private mediation. Parties may elect any private mediator or mediation organization of their choice; the selection and coordination of private mediation is the responsibility of the parties. Parties may find mediators and organizations on the Internet. The cost of private mediation will vary depending on the mediator selected.

3) ARBITRATION

An arbitrator is neutral attorney who presides at a hearing where the parties present evidence through exhibits and testimony. The arbitrator applies the law to the facts of the case and makes an award based upon the merits of the case.

(A) JUDICIAL ARBITRATION: When the court orders a case to arbitration it is called "judicial arbitration". The goal of arbitration is to provide parties with an adjudication that is earlier, faster, less formal, and usually less expensive than a trial.

Operation: Pursuant to CCP 1141.11 and Local Rule 4, all civil actions in which the amount in controversy is \$50,000 or less, and no party seeks equitable relief, shall be ordered to arbitration. (Upon stipulation of all parties, other civil matters may be submitted to judicial arbitration.) A case is ordered to arbitration after the Case Management Conference. An arbitrator is chosen from the court's Arbitration Panel. Arbitrations are generally held between 7 and 9 months after a complaint has been filed. Judicial arbitration is not binding unless all parties agree to be bound by the arbitrator's decision. Any party may request a trial within 30 days after the arbitrator's award has been filed.

Local Rule 4.2 allows for mediation in lieu of judicial arbitration, so long as the parties file a stipulation to mediate after the filing of a complaint. If settlement is not reached through mediation, a case proceeds to trial as scheduled.

Cost: There is no cost to the parties for judicial arbitration.

(B) PRIVATE ARBITRATION: Although not currently a part of the court's ADR program, civil disputes may also be resolved through private arbitration. Here, the parties voluntarily consent to arbitration. If all parties agree, private arbitration may be binding and the parties give up the right to judicial review of the arbitrator's decision. In private arbitration, the parties select a private arbitrator and are responsible for paying the arbitrator's fees.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address)	FOR COURT USE ONLY
TELEPHONE NO.:	
ATTORNEY FOR (Name):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO 400 McAllister Street San Francisco, CA 94102-4514	
PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	
STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION (ADR)	
DEPARTMENT 610	

1) The parties hereby stipulate that this action shall be submitted to the following ADR process:

- ☐ Early Settlement Program of the Bar Association of San Francisco (BASF) - Pre-screened experienced attorneys provide a minimum of 2 hours of settlement conference time for a BASF administrative fee of \$250 per party. Waivers are available to those who qualify. BASF handles notification to all parties, conflict checks with the panelists, and full case management. www.sfbbar.org/esp
- ☐ Mediation Services of BASF - Experienced professional mediators, screened and approved, provide one hour of preparation and the first two hours of mediation time for a BASF administrative fee of \$250 per party. Mediation time beyond that is charged at the mediator's hourly rate. Waivers of the administrative fee are available to those who qualify. BASF assists parties with mediator selection, conflicts checks and full case management. www.sfbbar.org/mediation
- ☐ Private Mediation - Mediators and ADR provider organizations charge by the hour or by the day, current market rates. ADR organizations may also charge an administrative fee. Parties may find experienced mediators and organizations on the Internet.
- ☐ Judicial Arbitration - Non-binding arbitration is available to cases in which the amount in controversy is \$50,000 or less and no equitable relief is sought. The court appoints a pre-screened arbitrator who will issue an award. There is no fee for this program. www.sfsuperiorcourt.org
- ☐ Other ADR process (describe) _____

2) The parties agree that the ADR Process shall be completed by (date): _____

3) Plaintiff(s) and Defendant(s) further agree as follows:

Name of Party Stipulating

Name of Party Stipulating

Name of Party or Attorney Executing Stipulation

Name of Party or Attorney Executing Stipulation

Signature of Party or Attorney

Signature of Party or Attorney

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

☐ Plaintiff ☐ Defendant ☐ Cross-defendant

Dated: _____

Dated: _____

☐ Additional signature(s) attached

CM-110

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY				
SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____ STREET ADDRESS: _____ MAILING ADDRESS: _____ CITY AND ZIP CODE: _____ BRANCH NAME: _____					
PLAINTIFF/PETITIONER: _____ DEFENDANT/RESPONDENT: _____					
<table style="width: 100%;"> <tr> <th colspan="2" style="text-align: center;">CASE MANAGEMENT STATEMENT</th> </tr> <tr> <td style="width: 50%; vertical-align: top;"> (Check one): <input type="checkbox"/> UNLIMITED CASE (Amount demanded exceeds \$25,000) </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> LIMITED CASE (Amount demanded is \$25,000 or less) </td> </tr> </table>		CASE MANAGEMENT STATEMENT		(Check one): <input type="checkbox"/> UNLIMITED CASE (Amount demanded exceeds \$25,000)	<input type="checkbox"/> LIMITED CASE (Amount demanded is \$25,000 or less)
CASE MANAGEMENT STATEMENT					
(Check one): <input type="checkbox"/> UNLIMITED CASE (Amount demanded exceeds \$25,000)	<input type="checkbox"/> LIMITED CASE (Amount demanded is \$25,000 or less)				
A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: _____ Time: _____ Dept.: _____ Div.: _____ Room: _____ Address of court (if different from the address above): _____ <input type="checkbox"/> Notice of Intent to Appear by Telephone, by (name): _____					

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

1. Party or parties (answer one):
 - a. ☐ This statement is submitted by party (name):
 - b. ☐ This statement is submitted jointly by parties (names):

2. Complaint and cross-complaint (to be answered by plaintiffs and cross-complainants only)
 - a. The complaint was filed on (date):
 - b. ☐ The cross-complaint, if any, was filed on (date):

3. Service (to be answered by plaintiffs and cross-complainants only)
 - a. ☐ All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
 - b. ☐ The following parties named in the complaint or cross-complaint
 - (1) ☐ have not been served (specify names and explain why not):
 - (2) ☐ have been served but have not appeared and have not been dismissed (specify names):
 - (3) ☐ have had a default entered against them (specify names):
 - c. ☐ The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):

4. Description of case
 - a. Type of case in ☐ complaint ☐ cross-complaint (Describe, including causes of action):

CM-110

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

4. b. Provide a brief statement of the case, including any damages. (If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)

☐ (If more space is needed, check this box and attach a page designated as Attachment 4b.)

5. Jury or nonjury trial

The party or parties request ☐ a jury trial ☐ a nonjury trial. (If more than one party, provide the name of each party requesting a jury trial):

6. Trial date

a. ☐ The trial has been set for (date):

b. ☐ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint (if not, explain):

c. Dates on which parties or attorneys will not be available for trial (specify dates and explain reasons for unavailability):

7. Estimated length of trial

The party or parties estimate that the trial will take (check one):

a. ☐ days (specify number):

b. ☐ hours (short causes) (specify):

8. Trial representation (to be answered for each party)

The party or parties will be represented at trial ☐ by the attorney or party listed in the caption ☐ by the following:

a. Attorney:

b. Firm:

c. Address:

d. Telephone number:

f. Fax number:

e. E-mail address:

g. Party represented:

☐ Additional representation is described in Attachment 8.

9. Preference

☐ This case is entitled to preference (specify code section):

10. Alternative dispute resolution (ADR)

a. ADR information package. Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel ☐ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.

b. Referral to judicial arbitration or civil action mediation (if available).

(1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. (specify exemption):

CM-110

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (check all that apply and provide the specified information):

	The party or parties completing this form are willing to participate in the following ADR processes (check all that apply):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (attach a copy of the parties' ADR stipulation):
(1) Mediation	<input type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other (specify):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):

CM-110

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

11. Insurance

- a. ☐ Insurance carrier, if any, for party filing this statement (*name*):
- b. Reservation of rights: ☐ Yes ☐ No
- c. ☐ Coverage issues will significantly affect resolution of this case (*explain*):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

☐ Bankruptcy ☐ Other (*specify*):

Status:

13. Related cases, consolidation, and coordination

- a. ☐ There are companion, underlying, or related cases.

(1) Name of case:

(2) Name of court:

(3) Case number:

(4) Status:

☐ Additional cases are described in Attachment 13a.

- b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by (*name party*):

14. Bifurcation

- ☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

15. Other motions

- ☐ The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):

16. Discovery

- a. ☐ The party or parties have completed all discovery.

- b. ☐ The following discovery will be completed by the date specified (*describe all anticipated discovery*):

Party

Description

Date

- c. ☐ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

CM-110

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	

17. Economic litigation

- a. ☐ This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

18. Other Issues

- ☐ The party or parties request that the following additional matters be considered or determined at the case management conference (specify):

19. Meet and confer

- a. ☐ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify):

20. Total number of pages attached (if any): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date:

(TYPE OR PRINT NAME)

(TYPE OR PRINT NAME)

▶ _____
(SIGNATURE OF PARTY OR ATTORNEY)

▶ _____
(SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

CERTIFIED MAIL™



7006 2760 0000 1109 0603



U.S. POSTAGE >>> PITNEY BOWES



ZIP 94105 \$ 007.17⁰
02 1W
0001365090 FEB. 13. 2013



Hanson Bridgett LLP
425 Market Street, 26th Floor
San Francisco, CA 94105
hansonbridgett.com

Karen Harris
c/o Corporation Service Company
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3505



Alexander J. Berline, Esq.
Hanson Bridgett LLP
425 Market Street, 26th Floor
San Francisco, CA 94105

EXHIBIT 2

SEDGWICK LLP

BRUCE D. CELEBREZZE, SBN 102181

bruce.celebrezze@sedgwicklaw.com

NICHOLAS J. BOOS, SBN 233399

nicholas.boos@sedgwicklaw.com

333 Bush Street, 30th Floor

San Francisco, California 94104-2834

Telephone: (415) 781-7900

Facsimile: (415) 781-2635

ENDORSED
FILED

San Francisco County Superior Court

MAR 04 2013

CLERK OF THE COURT

BY: WILLIAM TRUPEK
Deputy Clerk

Attorneys for Defendants

TRAVELERS CASUALTY INSURANCE COMPANY

OF AMERICA, a Connecticut corporation;

TRAVELERS INDEMNITY COMPANY OF

CONNECTICUT, a Connecticut corporation

SUPERIOR COURT OF THE STATE OF CALIFORNIA**CITY AND COUNTY OF SAN FRANCISCO**AMERICAN HOME REALTY NETWORK,
INC. a Delaware corporation,

Plaintiff,

v.

TRAVELERS CASUALTY INSURANCE
COMPANY OF AMERICA, a Connecticut
corporation; TRAVELERS INDEMNITY
COMPANY OF CONNECTICUT,
a Connecticut corporation; and DOES 1
through 20, inclusive,

Defendants.

CASE NO. CGC-13-528207

**DEFENDANTS' ANSWER TO
PLAINTIFF'S COMPLAINT FOR
DECLARATORY RELIEF**

Defendants Travelers Casualty Insurance Company of America and Travelers Indemnity Company of Connecticut (collectively, "Travelers") hereby answer the complaint of plaintiff American Home Realty Network, Inc. ("AHRN") as follows:

GENERAL DENIAL

Pursuant to the provisions of the Code of Civil Procedure § 431.30, Travelers generally and specifically denies each and every, all and singular, conjunctively and disjunctively, allegations contained in the complaint, and each and every part thereof, and each and every cause of action thereof, and further specifically denies that AHRN has been injured or damaged in the

1 sum alleged, or in any other sum, or at all, by reason of any carelessness, negligence, act, or
2 omission of Travelers.

3 AFFIRMATIVE DEFENSES

4 FIRST AFFIRMATIVE DEFENSE

5 Travelers alleges that the complaint fails to state a claim upon which relief can be
6 granted.

7 SECOND AFFIRMATIVE DEFENSE

8 Travelers alleges that the causes of action attempted to be stated against it and set forth in
9 the complaint are barred by all applicable contract and statute of limitation provisions, and the
10 limitations as set forth in the alleged Travelers policies.

11 THIRD AFFIRMATIVE DEFENSE

12 AHRN has failed to satisfy all conditions precedent to its rights, if any, to benefits under
13 the alleged Travelers policies.

14 FOURTH AFFIRMATIVE DEFENSE

15 To the extent that AHRN has failed to mitigate, minimize, or avoid any damages it
16 allegedly sustained, any recovery against Travelers must be reduced accordingly.

17 FIFTH AFFIRMATIVE DEFENSE

18 Travelers has at all times exercised due care concerning any actions, conduct, or other
19 matters alleged in the complaint, or any purported claim asserted therein.

20 SIXTH AFFIRMATIVE DEFENSE

21 AHRN has not suffered any damages as a result of any actions taken by Travelers, and
22 AHRN is thus barred from asserting the complaint, or any purported claim, against Travelers.

23 SEVENTH AFFIRMATIVE DEFENSE

24 AHRN's claims, in whole or in part, are barred by the equitable doctrines of laches,
25 waiver, and estoppel.

26 PRAYER

27 WHEREFORE, defendants Travelers Casualty Insurance Company of America and
28 Travelers Indemnity Company of Connecticut pray for judgment as follows:

1. That AHRN take nothing by reason of the complaint;
2. That Travelers be awarded costs of suit herein; and
3. For such other and further relief as the Court deems just and proper.

DATED: March 4, 2013

SEDGWICK LLP

By: 

Bruce D. Celebrezze
Nicholas J. Boos
Attorneys for Defendants
TRAVELERS CASUALTY INSURANCE
COMPANY OF AMERICA, a Connecticut
corporation; TRAVELERS INDEMNITY
COMPANY OF CONNECTICUT,
a Connecticut corporation

Sedgwick_{LLP}

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Sedgwick LLP, 333 Bush Street, 30th Floor, San Francisco, CA 94101-2834. On March 4, 2013, I served the within document(s):

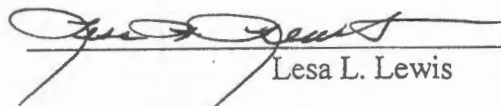
CLERK'S NOTICE

<input type="checkbox"/>	FACSIMILE - by transmitting via facsimile the document(s) listed above to the fax number(s) set forth on the attached Telecommunications Cover Page(s) on this date before 5:00 p.m.		
<input type="checkbox"/>	MAIL - by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as set forth below.		
<input checked="" type="checkbox"/>	PERSONAL SERVICE - by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.		
<input type="checkbox"/>	ELECTRONIC - by electronically transmitting the document(s) listed above to the electronic notification address(es) of the addressee(s) listed below.		
<input type="checkbox"/>	OVERNIGHT COURIER - by placing the document(s) listed above in a sealed envelope with shipping prepaid, and depositing in a collection box for next day delivery to the person(s) at the address(es) set forth below via [delivery method] .		
<table border="1"> <tr> <td> Alexander J. Berline, Esq. Christine Hiler, Esq. Hanson Bridgett LLP 425 Market St 26FL San Francisco, CA 94105 Telephone: (415) 995-5035 Facsimile: (415) 541-9366 aberline@hansonbridgett.com chiler@hansonbridgett.com </td> <td> Defendants, American Home Realty Network; Jonathan Cardello </td> </tr> </table>		Alexander J. Berline, Esq. Christine Hiler, Esq. Hanson Bridgett LLP 425 Market St 26FL San Francisco, CA 94105 Telephone: (415) 995-5035 Facsimile: (415) 541-9366 aberline@hansonbridgett.com chiler@hansonbridgett.com	Defendants, American Home Realty Network; Jonathan Cardello
Alexander J. Berline, Esq. Christine Hiler, Esq. Hanson Bridgett LLP 425 Market St 26FL San Francisco, CA 94105 Telephone: (415) 995-5035 Facsimile: (415) 541-9366 aberline@hansonbridgett.com chiler@hansonbridgett.com	Defendants, American Home Realty Network; Jonathan Cardello		

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on March 4, 2013, at San Francisco, California.


Lesa L. Lewis